

ORDINANCE NO. 2008-A350

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF  
CAMP VERDE, YAVAPAI COUNTY, ARIZONA, ESTABLISHING A  
POLICY OF CONDUCTING CRIMINAL RECORD CHECKS FOR  
PROSPECTIVE TOWN EMPLOYEES AND VOLUNTEERS**

**WHEREAS**, it is in the public interest to conduct criminal records checks for applicants for Town employment, and

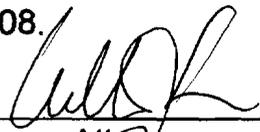
**WHEREAS**, the Mayor and Council find that Ordinance 2000-A170 shall, upon adoption of Ordinance 2008-A350 be superseded.

**NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE TOWN OF CAMP VERDE, THAT:**

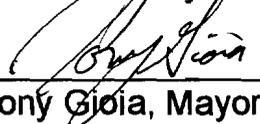
- 1. Fingerprinting of Applicants.** All applicants for either employment with the Town of Camp Verde and all applicants for volunteer positions for the Town who provide services to minors shall submit a full set of fingerprints to the Town for the purpose of obtaining a state and federal criminal records check. These checks shall be done pursuant to the provisions found in ARS 41-1750 and Public Law (PL) 92-544. The Arizona Department of Public Safety is authorized to exchange these fingerprint data with the Federal Bureau of Investigation.
- 2. Use of Department of Public Safety.** The Arizona Department of Public Safety is hereby authorized to exchange the fingerprint data with the Federal Bureau of Investigation pursuant to ARS 41-1750 and Public Law 92-544.
- 3. Conditional Acceptance of Employment.** Applicants may submit their employment application forms and fingerprint cards for processing up to 10 days prior to selection by the Town of a candidate. Any employment by the Town is subject to results of the criminal records check, and, if an applicant has been notified of his or her selection and has temporarily assumed a position with the Town, such position may be vacated at the option of the Town depending on the criminal history results.

Passed and adopted this 5th day of March 2008.

Approved as to Form:

  
\_\_\_\_\_  
Town Attorney

Date: 3/6/08

  
\_\_\_\_\_  
Tony Gioia, Mayor

Attest:

  
\_\_\_\_\_  
Deborah Barber, Town Clerk

## ARIZONA CRIMINAL JUSTICE INFORMATION SYSTEM USER AGREEMENT

THIS AGREEMENT is made and entered into by the ARIZONA DEPARTMENT OF PUBLIC SAFETY, hereinafter referred to as "DPS," and the, TOWN OF CAMP VERDE, hereinafter referred to as "USER." DPS, under the authority of the Federal Bureau of Investigation (FBI), is the National Crime Information Center (NCIC) State CJIS Systems Agency (CSA) in Arizona. DPS, under the authority of ARS 41-1750, and ARS 41-1751, also operates the Central State Repository for the criminal justice information system, and functions as the Arizona Criminal Justice Information System (ACJIS) Control Terminal Agency. Per authority of ARS 41-2204, the Director of the Department of Public Safety also serves as the System Officer of ACJIS.

USER is:

— A criminal justice agency as defined in 28 CFR, Part 20, and ARS 41-1750.

OR

X A governmental noncriminal justice agency authorized to receive criminal history record information for the specific purpose of evaluating the fitness of current or prospective employees and/or prospective licensees pursuant to 28 CFR, Part 20, and ARS 41-1750.

OR

— A nongovernmental agency or subunit thereof which allocates a substantial part of its annual budget to the administration of criminal justice, whose regularly employed peace officers have full police powers pursuant to state law, and which may have direct terminal access to NCIC and ACIC files, except criminal history record information, pursuant to CFR, Part 20.

OR

— A satellite criminal justice information computer operation or regional message switching center which is a criminal justice agency or under the management control of a criminal justice agency, and which accesses the ACJIS network and associated networks via computer-to-computer interface with DPS.

OR

— A regional dispatch center which is a criminal justice agency or under the management control of a criminal justice agency and which is established by a state statute, resolution, ordinance or executive order, which provides communication services to criminal justice agencies may be authorized direct access to the ACIC/ NCIC files, excepting criminal history files.

OR

\_\_\_\_ Other

DPS and USER hereby agree to exchange such criminal history record information and/or criminal justice information as is available in the State of Arizona State Central Repository (ACJIS Division), and/or the ACJIS network, subject to the following terms and conditions:

TERMS AND CONDITIONS

- A. Information. In accordance with federal and state regulations, DPS agrees to furnish USER with the following type(s) of information: ACIC/NCIC, Authorized Criminal History Record Information, Authorized Criminal Justice Information via the applicant fingerprint card process.
- B. Rules. The exchange of all information covered by the terms of this Agreement shall be in strict compliance with all federal and state laws and regulations relating to the collection, storage, or dissemination of criminal justice information and criminal history record information; with all rules, procedures, and policies adopted by the NCIC Advisory Policy Board in regard to information furnished through the FBI/NCIC program; and with all rules, procedures, and policies contained in the ACJIS Operating Manual; and with all rules, policies and procedures of the National Law Enforcement Telecommunications System (NLETS), for ACIC/NCIC and ALETS/ NLETS policies unless otherwise provided. USER has the burden of giving notice of the requirements of all the above-named rules and regulations to its employees and the other agencies or individuals to whom USER might disseminate information derived pursuant to this Agreement.
- C. Privacy and Security.
1. Purpose. USER agrees that the use of information received under the terms of this Agreement shall be limited to the following specific purpose(s): Evaluating the fitness of all applicants for employment and all applicants for volunteer positions who provide services to minors pursuant to Ord. 2008-A350.
  2. System Security Officer. USER shall designate an official ACJIS System Security Officer (SSO). The SSO shall be allowed sufficient time to perform all necessary duties related to ACJIS responsibilities. The SSO shall be responsible for ensuring compliance with Section B above, and shall grant authorization to those employees who will have access to criminal history record information and/or criminal justice information. The SSO shall submit and keep current a list of all authorized employees' names, dates of birth, and agency telephone numbers.
  3. Secondary Dissemination. USER agrees to assume full liability for the release of criminal history record information and/or criminal justice information. (Unlawful use of criminal history information and/or criminal justice information as defined in ARS 41-1756 is a class 6 felony.)
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- D. Audits/Inspections. USER hereby agrees to make its reports available to DPS for the purpose of conducting periodic audits of USER's compliance with all laws and regulations regarding the processing of information furnished to USER under the terms of this Agreement. In order to facilitate such audits, USER agrees to keep such records as DPS may from time to time direct. In addition, USER will cooperate with directives issued by the Arizona CJIS Systems Officer (CSO) to assure reliability of data.

All terminal agencies having direct access to ACJIS agree, as a condition of participation, to permit an inspection team from the NCIC Advisory Policy Board and/or a team from the Arizona DPS to conduct necessary site security compliance inspections to insure that required physical, personnel, computer, and communications safeguards are functioning properly.

All books, accounts, reports, files and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the state for five years after completion of this Agreement.

- E. Standards for Response Time.

Agencies interfaced with the DPS host computer agree to comply with set standards for response time, records entry, and system availability as specified in the NCIC Operating Manual.

- F. Sanctions.

1. Cancellation. Either DPS or USER may cancel this Agreement upon thirty days notice to the other party in writing. "All parties are hereby put on notice that this contract is subject to cancellation by the Governor for conflicts of interest, pursuant to ARS 38-511, the contents of which are hereby incorporated by reference."
2. Suspension of Service. In addition to the penalties provided by law, DPS reserves the right to immediately suspend furnishing information covered by the terms of this Agreement to USER when any terms of this Agreement are violated or reasonably appear to be violated. DPS shall resume furnishing such information upon receipt of satisfactory assurance that such violations did not occur or that such violations have been fully corrected or eliminated. In the event that USER challenges the ruling of DPS regarding violation(s) or audit results, the Arizona CDS Policy Board shall adjudicate the matter.
3. Indemnification. To the extent permitted by law, USER hereby agrees to indemnify and save harmless DPS, its Director and employees, and the FBI, its Director and employees from and against any and all claims, demands, suits, and proceedings by others and against all liability to others for the use or misuse by the USER of any information provided to USER pursuant to this Agreement.
4. Arbitration. This AGREEMENT is subject to arbitration, but only to the extent required by ARS 12-1518.

- G. NonDiscrimination. USER agrees that USER will comply with the non-discrimination requirements of Executive Order 75-5 (attached).
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- H. Executory Clause. It is understood by and between the parties hereto that DPS is obligated to provide the services described in Section A above to USER only to the extent that public funds are made available to DPS for that purpose. DPS shall incur no liability on account thereof beyond the money made available for such purpose.
- I. Construction. This Agreement shall be liberally construed to apply to both manual and automated information systems for criminal justice purposes wherever and whenever possible.
- J. Dissemination. As to all dissemination of Federal Criminal History Information, the terms of this contract shall be superseded by applicable Federal Regulations governing the release of such information.

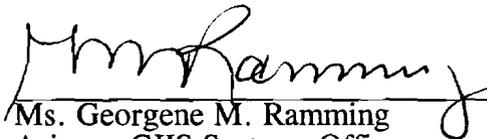
USER agrees that DPS may use or disseminate information concerning USER transactions on the ACJIS network to provide assistance with active criminal investigations or criminal intelligence investigations when such assistance is specifically requested by the investigating agency.

USER agrees that DPS may generate, use, or disseminate statistical reports based upon data contributed or transactions conducted by USER on the ACJIS network.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the proper officers and officials.

ARIZONA DEPARTMENT OF PUBLIC SAFETY

BY:



Ms. Georgene M. Ramming  
Arizona CJIS Systems Officer  
Arizona Department of Public Safety  
by order of

TITLE:

Roger Vanderpool  
Director  
Arizona Department of Public Safety

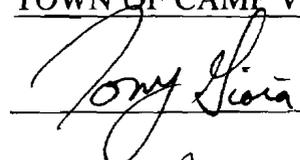
DATE:

4/29/2008

USER:

TOWN OF CAMP VERDE

BY:



TITLE:

Mayor

DATE:

4-23-08